

Modification Summary Report

Contract (PO) Number: 32130

Modification Revision Number: 3

Specification Number: 121778

Name of Contractor: PARSONS CONSTRUCTION GROUP INC

City Department: DEPT OF AVIATION

Title of Contract: OMP - DESIGN/BUILD SERVICES FOR O'HARE ATS
EXPANSION & MODERNIZATION

<u>Mod Req Number</u>	<u>Mod Reason</u>	<u>Description</u>
226672	DOLLAR AMOUNT CHANGE	Vendor Limit Increase in the sum of \$23M for Settlement Agreement in the amount of plus \$23,000,000.00

Term of Contract:

Start Date: 5/1/2015

End Date: 9/30/2019

Procurement Services Contact Person: LISA FREELON

Please refer to the DPS website for Contact information under "Doing Business With The City".

It has been determined, on behalf of the City of Chicago, with regard to this Contract Amendment/ Modification, that the circumstance said to necessitate the change in performance were not reasonably foreseeable at the time the Agreement was signed, or that the change is germane to the original Agreement as signed, or that the change order is in the best interest of the City of Chicago and is authorized by law.

Vendor Number: 56968094

Submission Date: 10/30/2018

Specification Number: 121778
Contract (PO) Number: 32130
Vendor Number: 56968094
Requisition Number: 226672

AMENDMENT NO. 3

This Agreement Amendment ("Amendment") is made and entered into effective as of the 25th day of October, 2018, by and between the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Aviation ("Department"), at Chicago, Illinois, and Parsons Construction Group, Inc., ("Contractor"). The City and Contractor are sometimes collectively referred to herein as the "Parties".

The City and the Contractor have heretofore entered into an Agreement for "Design/Build Services for O'Hare ATS Expansion and Modernization" dated the 1st day of May 2015 (hereinafter referred to as the "Contract"). This Amendment is made pursuant to Section 2.14.9, Amendments. The purpose of this Amendment is to increase the vendor limit by \$23,000,000.00 to an adjusted Contract value of \$334,409,509.59 to enable settlement payments as per the milestone payments listed in Attachment C of this Amendment.

TERMS AND CONDITIONS

The Parties agree as follows:

1. Pursuant to Section 2.1.4.9, Amendments, the Agreement's current value (maximum compensation) of \$311,409,509.59 is hereby increased by \$23,000,000.00, from funding account 00-582-85-2005-8000-H800005E to a total adjusted Agreement value of \$334,409,509.59. This Amendment will facilitate the payment of settlement amounts due to the Contractor and allow for continuity of Services.
2. The Contractor has electronically completed and filed an on-line City of Chicago Economic Disclosure Statement and Affidavit ("EDS"); Instructions for Completing Economic Disclosure Statement and Affidavit (EDS) on-Line are attached to this Modification. The Contractor has provided Insurance Certificate and a copy Certificate of Filing for on-line EDS; copies of which are attached to this Amendment. The EDS and Insurance Certificate are incorporated in the Contract by reference. (Attachments A and B).
3. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Contractor's eligibility for future contract awards. Except as herein modified all other terms and conditions of said Agreement as heretofore approved shall remain unchanged and in full force and effect.
4. Execution of this Amendment by Contractor is duly authorized by Contractor, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Amendment, including each and every representation, certification, and warranty contained herein, or as may be required by the terms and conditions hereof.
5. All other terms and conditions of the Agreement, except as herein modified, shall remain unchanged and remain in full force and effect.

Signature Page Follows

AMENDMENT/MODIFICATION SIGNATURE PAGE

Contract No: 32130

Specification No: 121778

Amend. / Mod. No: 226672

Vendor Name: Parsons Construction Group, Inc.

Total Amount (Value): \$334,409,509.59

Fund Chargeable: 00-582-85-2005-8000-H800005E


(Vendor)

By: Randy Schultz
Its: Executive Vice President

Attest: _____

State of Colorado
County of Adams

This instrument was acknowledged before me on this 28th day of September, 2018 by
Randy Schultz as President (or other authorized officer) and _____ as
Secretary of _____ (Corporation Name).
(Seal)

Notary Public Signature
Commission Expires: January 17, 2021



CITY OF CHICAGO
Adam Gunde 25 October 2018

Mayor Gunde Date 10/18/18
Comptroller _____ Date _____



The undersigned has determined, on behalf of the City of Chicago, with regard to this Contract Amendment/Modification, that the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Agreement was signed, or that the change is germane to the original Agreement as signed, or that the change order is in the best interest of the City of Chicago and is authorized by law.

John E. M. 25 October 2018
Chief Procurement Officer Date

(Rev. 04/29/11) For All DPS Units



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/7/2018

2/8/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1423927 PARSONS CONSTRUCTION GROUP 100 W. WALNUT STREET PASADENA CA 91124	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Allied World Assurance Company (U.S.) Inc.		19489
	INSURER B: National Union Fire Ins Co Pitts. PA		19445
	INSURER C: Lexington Insurance Company		19437
	INSURER D: National Fire and Marine Insurance Co		20079
	INSURER E: Insurance Company of the State of PA		19429
INSURER F: Steadfast Insurance Company		26387	

COVERAGES**CERTIFICATE NUMBER:** 14459674**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	0309-5303	5/7/2015	12/7/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	Auto - CA4288069 Excess - 11665435	1/1/2018 1/1/2018	1/1/2019 1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX EXCESS \$ 9,000,000 xs 1,000,000
D	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	Y	N	42XSF30125501	5/7/2015	12/7/2018	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y N/A	WC014629533	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B F A	B. RISK/COURSE CONST. PROF. LIAB. EX LIAB.	N	Y	013755949 EOC0011362700 0309-5305	5/7/2015 5/7/2015 5/7/2015	12/7/2018 12/30/2018 12/7/2018	AMOUNT OF CONTRACT-\$310M CLAIM/AGG.: \$10M/\$10M OCC/AGG.: \$25M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. Specification: 121778, Contract: 32130. OMP - Design/Build Services for O'Hare ATS Expansion & Modernization. Chicago Department of Aviation (CDA) and AOR Transit JV/OATS, Inc. are additional insured with regard liability coverage, excluding Professional Liability, on a primary, non-contributory basis if required by written contract.

CERTIFICATE HOLDER

14459674
CITY OF CHICAGO
PROCUREMENT DEPT.
121 N. LA SALLE ST. #806
CHICAGO IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The General, Automobile and Excess/Umbrella Liability policies described provide for severability of interest (cross liability) applicable to the Named Insured and the City of Chicago. Waiver of Subrogation applies with regards Workers Compensation and Property coverages if required by written contract and as allowed by Law. The receipt of this certificate by the City of Chicago does not constitute agreement by the City of Chicago that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.



CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
EDS Information Update
EDS # 130150

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Parsons Construction Group Inc.

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

10 South Riverside, Suite 400
Chicago, IL 60606
United States

C. Telephone:

253-256-8385

Fax:

Email:

danny.beniwal@parsons.com

D. Name of contact person:

Mr. Dushyant K Beniwal

E. Federal Employer Identification No. (if you have one):

32-0153912

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Privately held business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

Delaware

Registered to do business in the State of Illinois as a foreign entity?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director: Mr. Donald D. Gaul

Title: Director

Role: Director

Officer/Director: Mr. Michael W Johnson

Title: Director

Role: Director

Officer/Director: Mr. Donald D Gaul

Title: President

Role: Officer

Officer/Director: Mr. George Ball

Title:	Executive Vice President
Role:	Officer

Officer/Director:	Mr. Garold B Adams
Title:	Executive Vice President
Role:	Officer

Officer/Director:	Mr. Michael R Kolloway
Title:	Senior vice President and Secretary
Role:	Officer

Officer/Director:	Mr. Elie Homs
Title:	Senior Vice President
Role:	Officer

Officer/Director:	Mr. Ashay V Dalvi
Title:	Vice President and Assistant Secretary
Role:	Officer

Officer/Director:	Mr. Wilber W Chen
Title:	Senior Vice President
Role:	Officer

Officer/Director:	Mr. Douglas R Both
Title:	Vice President
Role:	Officer

Officer/Director:	Mr. Randall C Schultz
Title:	Executive Vice President
Role:	Officer

Officer/Director:	Mr. Andrew A Ghofrani
Title:	Senior Vice President
Role:	Officer

Officer/Director:	Brian J Quinlan
Title:	Vice President
Role:	Officer

Officer/Director:	Mr. Jose Betancourt
Title:	Vice President
Role:	Officer

Officer/Director:	Mr. Thomas Zamzow
Title:	Vice President
Role:	Officer

Officer/Director:	Shelley D Green
Title:	Vice President and Assistant Secretary
Role:	Officer

Officer/Director:	Mr. Carlton E Williams
Title:	Assistant Secretary
Role:	Officer

Officer/Director:	Steven P Smith
Title:	Senior Vice President
Role:	Officer

Officer/Director:	Mr. Dennis M. Curtin
Title:	Vice President
Role:	Officer

Officer/Director:	Debra A. Fiori
Title:	Senior Vice President
Role:	Officer

Officer/Director:	Jooste N Johannes
Title:	Treasurer
Role:	Officer

Officer/Director:	Brian k Witte
Title:	Vice President
Role:	Officer

Officer/Director:	Anthony R Geach
Title:	Vice President
Role:	Officer

2. Ownership Information

Please provide ownership information concerning each person or entity that holds, or is anticipated to hold (see next paragraph), a direct or indirect beneficial interest in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a

member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Each legal entity below may be required to submit an EDS on its own behalf.

Please disclose present owners below. Please disclose anticipated owners in an attachment submitted through the "Additional Info" tab. "Anticipated owner" means an individual or entity in existence at the time application for City action is made, which is not an applicant or owner at such time, but which the applicant expects to assume a legal status, within six months of the time the City action occurs, that would render such individual or entity an applicant or owner if they had held such legal status at the time application was made.

- Parsons Corporation - 100%

Owner Details

Name	Business Address
Parsons Corporation	100 W. Walnut Street Pasadena, CA 91124 United States

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in [Chapter 2-156 of the Municipal Code](#) ("MCC")) in the Disclosing Party?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under [MCC Section 2-92-415](#), substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

No

B. FURTHER CERTIFICATIONS

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any [Affiliated Entity](#) has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

I certify the above to be true

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

I certify the above to be true

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public

(federal, state or local) transaction or contract under a public transaction;
a violation of federal or state antitrust statutes; fraud; embezzlement; theft;
forgery; bribery; falsification or destruction of records; making false statements;
or receiving stolen property;

- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC [Chapter 2-56 \(Inspector General\)](#) and [Chapter 2-156 \(Governmental Ethics\)](#).

I certify the above to be true

5. Neither the Disclosing Party, nor any [Contractor](#), nor any [Affiliated Entity](#) of either the Disclosing Party or any [Contractor](#), nor any [Agents](#) have, during the 5 years before the date of this EDS, or, with respect to a [Contractor](#), an [Affiliated Entity](#), or an [Affiliated Entity](#) of a [Contractor](#) during the 5 years before the date of such [Contractor's](#) or [Affiliated Entity's](#) contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in [MCC Subsection 2-92-320\(a\)\(4\)\(Contracts Requiring a Base Wage\)](#); [\(a\)\(5\)\(Debarment Regulations\)](#); or [\(a\)\(6\)\(Minimum Wage Ordinance\)](#).

I certify the above to be true

6. Neither the Disclosing Party, nor any [Affiliated Entity](#) or [Contractor](#), or any of their employees, officials, [agents](#) or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of [720 ILCS 5/33E-3](#);
- bid-rotating in violation of [720 ILCS 5/33E-4](#); or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

7. Neither the Disclosing Party nor any [Affiliated Entity](#) is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

I certify the above to be true

8. [FOR APPLICANT ONLY]

- i. Neither the Applicant nor any "controlling person" [[see MCC Chapter 1-23, Article I](#) for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency" ; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If [MCC Chapter 1-23, Article I](#) applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

I certify the above to be true

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the [federal System for Award Management](#) ("SAM")

I certify the above to be true

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the

Applicant has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in [MCC Section 2-32-455\(b\)](#), the Disclosing Party

is not a "financial institution"

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, [MCC Chapter 2-156](#), imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's

Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Article I of [Chapter 1-23](#) (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by [MCC Chapter 1-23](#) and [Section 2-154-020](#).

I acknowledge and consent to the above

APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under [MCC Section 2-154-015](#), the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Pursuant to [MCC Section 2-154-010](#), is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to [MCC Section 2-92-416??](#)

No

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

to the best of the company's actual knowledge, there are no familial relationships, as defined herein, between our company officer's and elected City officials or department heads. To the best of our knowledge, we are unaware of any violations by our subconsultants pertaining to Sections H.1 and H.3 above.

List of attachments uploaded by vendor

PCG Officers and Directors list

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and Appendices A and B (if applicable), on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and Appendices A and B (if applicable), are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/ 07/18/2018

Mr. Dushyant K Beniwal

Sr. Project Engineer

Parsons Construction Group Inc.

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("Settlement Agreement") is made and entered into as of May 11, 2018 ("Effective Date"), between Parsons Construction Group, Inc., ("Parsons"), and the City of Chicago ("City"), (each individually a "Party" and, collectively, "Parties"), the latter acting through its Department of Aviation ("CDA") and its Department of Law.

RECITALS

WHEREAS, the City is a home rule unit of government as defined in Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois;

WHEREAS, Parsons is a corporation organized and existing under the laws of the State of Delaware, and registered to do business in the State of Illinois;

WHEREAS, after issuance by the City of a request for proposals and negotiation between the Parties, on or about May 1, 2015, Parsons was awarded a City contract for Design-Build-Operate-Maintain Services for O'Hare International Airport ATS Expansion & Modernization ("Project"), Contract No. 32130 ("Contract"), with a contract amount of \$310,000,000.00;

WHEREAS, CDA issued Parsons a Notice to Proceed ("NTP") on May 8, 2015;

WHEREAS, the original Project duration was 1,308 days after the issuance of the NTP, with Substantial Completion to occur on or before December 6, 2018;

WHEREAS, CDA and Parsons agreed to a Contract Modification, Modification No. 1, on August 2, 2017 valued at \$927,407.03 raising the total contract amount to \$310,927,407.03;

WHEREAS, there have been delays on the Project, and, although the Parties disagree over the cause(s) of the delays, the Parties agree that Substantial Completion will not occur on or before December 6, 2018 ("Delays");

WHEREAS, Parsons alleges that the CDA is responsible for 740 projected days of Delays, including, but not limited to, CDA's failure to timely provide access to the Project's guideway and failure to align the contractual obligations of Austin Powers Partners to build the guideway with Parsons' obligation to build on the guideway, and seeks a Contract extension of 740 days, with Substantial Completion to occur in mid-November 2020, and an increase in the Contract amount of \$39,944,208.00 ("Parsons' Claims");

WHEREAS, the CDA alleges that Parsons is responsible for most of the Delays, and believes that only a 2-4 month extension of the Contract is appropriate, with Substantial Completion to occur in April, 2019, with no increased payment to Parsons ("CDA's Claims");

WHEREAS, the Parties wish to settle, compromise and resolve any and all claims related to the Delays, Parsons' Claims, and CDA's Claims ("Dispute");

WHEREAS, in an attempt to negotiate, compromise and settle the Dispute on a fair and reasonable basis, the Parties agreed to engage in a mediation process in which Eric D. Green of Resolutions, LLC would serve as the Mediator ("Mediator");

WHEREAS, the Parties held a mediation session before the Mediator on April 2, 2018, and thereafter continued their settlement discussions; and

WHEREAS, the Parties acknowledge and agree that settlement of this matter is not an admission of liability by or on the part of any Party to this Settlement Agreement, nor an explicit or implicit agreement as to any particular interpretation of the Contract and, in particular, no implicit or explicit statement that either Party was or is in default of the Contract or in breach thereof, and further acknowledge and agree that this Settlement Agreement is made to resolve these disputed issues expeditiously and to avoid the cost and uncertainty of litigation;

NOW, THEREFORE, in consideration of the covenants set forth below and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto mutually warrant and agree as follows:

AGREEMENT

1. RECITALS. The recitals set forth above constitute material and integral parts of this Settlement Agreement and are incorporated herein by reference.
2. DEFINITIONS. All terms not specifically defined herein have the meanings set forth in the Contract.
3. CITY WAIVER AND RELEASE. In consideration of this Settlement Agreement and the actions taken pursuant thereto, the City, on its own behalf and on behalf of its future, current, or former officers, employees, agents, representatives, and attorneys, hereby waives, discharges, and releases Parsons and its officers, employees, insurers, agents, representatives, attorneys, contractors, subcontractors, consultants, subconsultants, shareholders, parents, subsidiaries, affiliates, predecessor and/or successor entities ("Parsons Released Parties"), from all claims, demands, disputes, and all causes of action and requests for additional compensation, monetary damages or any other relief, arising from or relating to the Dispute, the Project, the Contract, and work/services performed by Parsons (excepting latent defects, items that will go on the punchlist, and Parsons' obligation to correct work that is not in substantial compliance with the final design or design that does not meet the contractual requirements) prior to the Effective Date of this Settlement Agreement, including, without limitation, any claims for consequential or incidental damages, which have been brought or could have been brought by the City or on its behalf against the Parsons Released Parties ("City Waiver and Release"); provided, however, that it is expressly understood and agreed to by the Parties that: (1) this Settlement Agreement is not intended as a release, discharge, accord or satisfaction of any claim by the City against any person or entity other than the Parsons Released Parties; (2) nothing in this Settlement Agreement shall be interpreted as providing a release from, or waiver by, the City to the Parsons Released Parties with respect to any claims arising from any third-party claims brought against the City related to the Parsons Released Parties'

conduct; and (3) Parsons acknowledges that the Contract is ongoing, and, except as expressly set forth herein, nothing in this Settlement Agreement shall be interpreted as providing a release from, or waiver by, the City to Parsons with respect to any warranty or other contractual obligations, or any compliance audits and assessments for failure to meet contractual commitments or obligations, including but not limited to MBE/WBE/DBE requirements, and, except as expressly set forth herein, this Settlement Agreement in no way affects or modifies Parsons' remaining obligations under the Contract.

4. PARSONS WAIVER AND RELEASE. In consideration of this Settlement Agreement and the actions taken pursuant thereto, Parsons, and its future, current, or former officers, directors, employees, agents, attorneys, representatives, shareholders, parents, subsidiaries, affiliates, predecessor and/or successor entities, hereby waives, discharges, and releases the City and its future, current, or former officers, employees, agents, representatives, contractors, subcontractors, consultants, subconsultants, and attorneys ("City Released Parties") from all claims, demands, disputes, and all causes of action and requests for additional compensation, monetary damages or any other relief, arising from or relating to the Dispute, the Project, or the Contract prior to the Effective Date of this Settlement Agreement, including, without limitation, any claims for consequential or incidental damages, which have been brought or could have been brought by Parsons or on its behalf against the City Released Parties ("Parsons Waiver and Release"); provided, however, that it is expressly understood and agreed to by the Parties that: (1) this Settlement Agreement is not intended as a release, discharge, accord, or satisfaction of any claim by Parsons against any person or entity other than the City Released Parties; (2) nothing in this Settlement Agreement shall be interpreted as providing a release from, or waiver by, Parsons to the City Released Parties with respect to any claims arising from any third-party claims brought against Parsons related to the City Released Parties' conduct; (3) subject to the provisions of this Settlement Agreement and the Contract, Parsons specifically reserves all rights for payments related to Section 5.d. of this Settlement Agreement; and (4) CDA acknowledges that the Contract is ongoing, and, except as expressly set forth herein, nothing in this Settlement Agreement shall be interpreted as providing a release from, or waiver by, Parsons to CDA with respect to any contractual obligations, and, except as expressly set forth herein, this Settlement Agreement in no way affects or modifies CDA's remaining obligations under the Contract.
5. OBLIGATIONS OF THE PARTIES. In consideration of this Settlement Agreement and the actions taken pursuant thereto, including the City Waiver and Release and Parsons Waiver and Release, the Parties agree as follows:
 - a. SUBSTANTIAL COMPLETION DATE. The Substantial Completion Date for the Project shall be September 18, 2019.
 - b. RESOURCE-LOADED BASELINE SCHEDULE. The schedule Parsons submitted for the mediation, a copy of which is attached hereto as **Exhibit 1** and incorporated herein, shall be the basis for Parsons' development of the schedule for the remaining Work on the Project. On or before June 15, 2018, Parsons shall submit an updated schedule for the completion of the remaining

Work on the Project to CDA for CDA's review and comment ("Proposed Re-baseline Schedule"). The Parties shall meet as part of a schedule workshop on May 18, 2018, and as often as reasonably agreed by the Parties thereafter, to review the Proposed Re-baseline Schedule and develop and finalize the Project schedule ("Project Schedule"). No later than ten days following the CDA/Parsons May 18, 2018 schedule workshop meeting, Parsons shall incorporate all changes necessary to make the Project Schedule conform to this Settlement Agreement and the Contract and resubmit the proposed Project Schedule to CDA for review. The above process of resubmission, review, meeting, and incorporating corrections shall continue until CDA accepts the Project Schedule, at which time the schedule will be designated as an accepted Baseline Schedule. CDA's approval shall not be unreasonably withheld. Notwithstanding the aforementioned development of the Re-Baseline Schedule, the project Substantial Completion Date will not change and shall remain as September 18, 2019. Parsons shall consider and incorporate CDA's reasonable comments or suggestions into the Project Schedule. The activities in the Proposed Re-baseline Schedule shall be crew-based resource-loaded in Level 3 detail and shall reflect a logical sequence for the remaining Work on the Project, including but not limited to the testing and commissioning work. The Proposed Re-baseline Schedule shall be updated weekly until CDA and Parsons agree in writing to the content of the Proposed Re-baseline Schedule. Once the Proposed Re-baseline Schedule has been agreed to by both Parties, such schedule shall become the Project Schedule for the remaining work on the Project. In addition to the Substantial Completion Date, the Proposed Re-baseline Schedule and the Project Schedule shall include the Milestone Payment dates identified below as activities. The schedule updates from both the Proposed Re-baseline Schedule and the Project Schedule shall be delivered to CDA electronically by close of business on the last Friday of the month in an .xer format and a .pdf file until the end of the Project or until otherwise agreed by the Parties. To the extent the Parties cannot mutually agree on a Project Schedule by June 30, 2018, the Mediator shall be engaged to assist in resolution.

- c. SETTLEMENT AMOUNT/MILESTONE PAYMENTS. CDA shall pay Parsons up to a total settlement amount of Twenty-Three Million Dollars (\$23,000,000.00) from CDA funds already appropriated for this purpose in the form of installment milestone payments ("Milestone Payments"), as set forth in **Exhibit 2**, attached hereto and incorporated herein. Milestone Payments shall become due and owing only if Parsons completed the relative milestone on or before the date set forth in Exhibit 2, in substantial compliance with the plans and specifications and the terms of Exhibit 2. In the event of a dispute between the Parties regarding whether a payment milestone has been completed, the Parties shall attempt to mutually agree, with the assistance of the Mediator, if necessary, whether the milestone was actually completed and Parsons is entitled to the related Milestone Payment. MBE/WBE/DBE requirements will not apply to the work required to achieve the Milestone

Payments, and retention will not be withheld on the Milestone Payments.

- d. PAYMENT OF OUTSTANDING INVOICES. CDA will use its best efforts to ensure that all currently outstanding invoices are paid within thirty (30) days of full execution of this Settlement Agreement, provided that any necessary supporting documentation has been provided. Work that Parsons believes is complete as of the Effective Date of this Settlement Agreement, but has not been invoiced by Parsons shall be invoiced by Parsons and reviewed by CDA in accordance with the provisions of the Contract. The Parties agree that Field Orders 10 through 17 and the other issues described in **Exhibit 3**, are not in dispute for entitlement upon completion of the Work.
- e. BUSING. Subject to the terms of the Contract, the City agrees that busing will be available pursuant to the resource-loaded Project Schedule for the remaining Work of the Project as follows:
- May 29, 2018 – January 6, 2019: Full busing and ATS shutdown 24 hours/day for 5 days/week;
 - January 7, 2019 – September 18, 2019: Full busing and ATS shutdown 24 hours/day for 7 days/week.
- f. AIRPORT OPERATIONS. Contractor has the right to close one lane of the lower level roadway between Terminal 1 and Terminal 3 or sections of this roadway between the hours of 9:30 pm and 8:30 am Monday through Friday, from May 30 to November 15 or earlier, except for state and federal holidays.

Contractor shall provide ongoing bi weekly updates of their closure plans to CDA regarding their planned lane closures and immediate notice of any changes from their most current closure plan.

Contractor accepts that lane closures are not possible during holidays, extreme weather, emergencies or security situations. Governing federal and operational considerations still have precedence over this planned contractor access schedule. CDA will provide as much notice as possible of these requirements and operational restrictions.

The terms of the Contract regarding coordination and airport operations remain in effect.

- g. 30-DAY TOLLING OF LIQUIDATED DAMAGES. If Parsons is not able to timely complete the Work on or before the Substantial Completion Date of September 18, 2019, then CDA agrees that Liquidated Damages under Section

9.1 of the Special Conditions shall be tolled on a day-for-day basis for a maximum of thirty (30) days from the Substantial Completion Date. If Parsons has not achieved Substantial Completion of its Work on or before the end of this 30-day tolling period, Liquidated Damages shall begin to accrue in accordance with the Contract on the thirty-first (31st) day after the Substantial Completion Date of September 18, 2019.

- h. **POWER.** On the Effective Date of this Settlement Agreement, or as soon as practicable thereafter, power consumption will be paid for, and metering will be transferred to, the CDA for the traction power substation delta (TPSS-D) and in the ATSS Building for FPSS8 substation.
- i. **OATS.** All necessary and required labor provided by O'Hare Airport Transit Systems, Inc. ("OATS") for this Project shall be paid by the CDA.
- j. **PARTNERING MEETING.** The Parties agree to hold a partnering meeting on or before June 30, 2018.
- k. **EXECUTIVE LEVEL MEETING.** On a monthly basis at a time to be agreed to by the Parties, a Parsons executive at the C-Suite level and the CDA Commissioner will attend meetings to discuss Project progress and issues and Parsons' team performance.
- l. **WEEKLY MEDIATOR CALLS.** Commencing the week of May 15, 2018, weekly calls will be scheduled with the Mediator, CDA and Parsons to address any issues with the Project, including the development and implementation of the Proposed Re-baseline Schedule or the Project Schedule. Calls will be reduced to bi-weekly the week of June 6, 2018, and further reduced in frequency thereafter upon mutual agreement of CDA and Parsons. Additional meetings may be requested by CDA or Parsons on an as-needed basis, consistent with the escalation ladder, below.
- m. **DISPUTE ESCALATION LADDER.** In the event of any future dispute(s) arising on the Project, the order for resolving such dispute(s) shall be as follows:
 - Level 1: Alex Leon or Andres Garcia - Randy Schultz
 - Level 2: CDA General Counsel or Ken Roberts – Michelle Epstein
 - Level 3: The Commissioner of Aviation – Mike Johnson, with the assistance of the Mediator, but only if requested by either of them.
- n. **WARRANTIES.** For all equipment in the items identified in the chart below, which are subject to one-year supplier warranties for the Project, Parsons will provide for all equipment supplied a separate manufacturer's warranty from the date of the equipment start-up and accepted testing and will provide the overall 1-year warranty commencing after testing

acceptance. Otherwise, Parsons will provide all warranties required by the Contract.

Item	Description
1.	Extension Track work Installation and materials
2.	TPSS D AC & DC Equipment
3.	FPSS 8 AC Equipment
4.	UPS Equipment all locations
5.	Station F Platform doors
6.	Yard and crossover switches
7.	Specialty Fire Protection

o. DELAYS AND CONCURRENT DELAYS. Subject to the provisions of the Contract and provided that Parsons can demonstrate a delay to the Critical Path of the Project Schedule, failure of the City to meet its deliverable dates as identified in the Project Schedule, or other delay not the responsibility of Parsons, or its contractors, subcontractors, consultants, or subconsultants, entitles Parsons to a day-for-day extension for any and all related and ensuing Parsons Payment Milestones ("Excused Delay"). If the Critical Path of the Project Schedule is delayed by an event that is the responsibility of Parsons, or its contractors, subcontractors, consultants, or subconsultants ("Unexcused Delay") for all or a portion of the same period of time of an Excused Delay ("Concurrent Delay"), then the extension of time that Parsons would otherwise be entitled to as a result of the Excused Delay shall be reduced by the number of days that the Concurrent Delay exists during such delay period. Parsons shall not be entitled to any increase in the Contract amount for the period of time of the Concurrent Delay. Parsons will also be entitled to any costs it reasonably incurs resulting from any CDA failure to meet its deliverable dates in the Project Schedule and Section 5.e. of this Settlement Agreement, provided that Parsons can demonstrate that such additional costs were not avoidable by Parsons, and resulted from the alleged delay.

p. LOT E BUFFER. The Lot E buffer will be temporary. Parsons will submit a plan and coordinate the elimination of the buffer with the City in advance of its removal and will assure that safety is not compromised by the elimination of the buffer.

q. STORAGE OF BOMBARDIER ("BT") VEHICLES. Before Parsons commingles the existing and new vehicle fleets in the same territory, Parsons must submit an updated plan for delivery and storage to CDA for CDA's review and approval and coordinate with CDA before such vehicles are stored on site. The BT vehicles will be allowed to be stored on the M&SF Yard and the Matra vehicles will be allowed to be stored on the M&SF yard and/or the existing guideway in accordance with the updated and CDA-approved plan discussed herein.

6. COMPLETE DEFENSE. If either Party sues the other Party for the purpose of asserting a claim that has been waived under this Settlement Agreement, then this Settlement Agreement shall be and constitute a complete defense and bar to such claim, and the Party being sued shall be entitled to receive a declaratory judgment and/or an injunction against such lawsuit.
7. NO ADMISSION OF WRONGDOING. This Settlement Agreement shall not in any way be construed as an admission of fault or liability on the part of either of the Parties, who expressly deny any fault or wrongdoing. Further, nothing hereunder shall be construed as an agreement to toll any applicable statute of limitations. It is understood and agreed that the terms of this Settlement Agreement have been made solely to accomplish an expeditious resolution and settlement of the matter in controversy between the Parties and for no other purpose.
8. CONTRACT PROVISIONS NOT AFFECTED. Except as expressly provided herein, this Settlement Agreement shall not affect or modify in any way any requirements or obligations of a Party in connection with the Contract, including but not limited to Parsons's or CDA's obligations under the Contract, or any other contract, project or task order between the Parties.
9. ENTIRE AGREEMENT. This Settlement Agreement sets forth the entire agreement between the Parties solely with respect to the Dispute, and fully supersedes any and all prior or contemporaneous agreements or understandings between the Parties pertaining to that matter.
10. PARTIES RELIED SOLELY ON THEIR OWN JUDGMENT AND INVESTIGATION. The Parties acknowledge and expressly represent and warrant that they have relied solely upon their own judgment, together with advice of counsel, when deciding whether to enter into this Settlement Agreement. Each Party further agrees, acknowledges and expressly warrants that no information, statement, promise, representation, warranty, condition, inducement, or agreement of any kind, whether oral or written, made by or on behalf of any other Party shall be, or has been, relied upon by it in entering into this Settlement Agreement unless specifically contained and incorporated herein.
11. JOINT PARTICIPATION. The Parties warrant and represent that they have each knowingly and voluntarily entered into this Settlement Agreement following consultation with their respective legal counsel, and participated jointly in the negotiation and drafting of this Settlement Agreement. In the event an ambiguity or question of intent or interpretation arises, this Settlement Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Settlement Agreement.
12. ADVICE OF COUNSEL. Each of the Parties hereto represents and warrants that it has had the advice of counsel concerning the terms and conditions of this Settlement Agreement. In entering into this Settlement Agreement, Parsons and the City represent that each has relied upon the advice of its attorney, who is the attorney of its choice, and

that the terms of this Settlement Agreement have been interpreted and explained by its attorney, and that these terms are fully understood and voluntarily accepted by the Parties.

13. BINDING NATURE OF AGREEMENT. The terms of this Settlement Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties hereto, and their respective successors, administrators, executors, beneficiaries, and/or assigns.
14. CONTROLLING LAW. This Settlement Agreement shall be construed in accordance with, and its validity and effect, including any claims of breach of any of the terms hereof, shall be governed by, the laws of the State of Illinois, without regard to Illinois law regarding choice of law.
15. VENUE. The venue of any action commenced for the purposes of interpretation, implementation, and/or enforcement of the terms and conditions of this Settlement Agreement shall first be submitted to the Mediator before being filed in the Circuit Court of Cook County, Illinois.
16. ATTORNEYS' FEES - THIS SETTLEMENT AGREEMENT AND THIS DISPUTE. Each Party shall be responsible for its own attorneys' fees, costs and expenses related to the negotiation, drafting and execution of this Settlement Agreement and all issues relating to the Parties' disputes relating to the Dispute.
17. NO THIRD PARTY RIGHTS. Nothing in this Settlement Agreement is intended or shall be interpreted to confer any rights, privileges or rights of action of any kind upon any person or entity not a party to this Settlement Agreement, or to effectuate a release by the Parties of any claims or causes of action that either Party has or may have against any person or entity not a Party to this Settlement Agreement.
18. MODIFICATION. This Settlement Agreement may not be altered, amended, changed, terminated, or modified in any material respect without the express, written consent of both of the Parties hereto. No waiver by any Party hereto of any breach or default hereunder shall be deemed a waiver of any other or subsequent breach or default.
19. EXECUTION IN COUNTERPARTS. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement. Facsimile and electronically transmitted copies of signed counterparts of this Settlement Agreement shall be deemed to be authentic and valid.
20. AUTHORITY. Each Party hereto represents and warrants that its undersigned officer has full authority and capacity to execute this Settlement Agreement on that Party's behalf; provided, however, that implementation of Paragraph 5 of this Settlement Agreement is expressly conditioned upon the execution of a contract modification in a form prepared and processed by the City's Department of Procurement Services, and approved by the City's Chief Procurement Officer, Comptroller, and Mayor, as provided under 65 ILCS 5/8-10-24.

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IN WITNESS HEREOF, the Parties hereto have caused this Settlement Agreement to be signed as of the day and year first above written.

Parsons Construction Group, Inc.

By: James Rollings

Title: EXEC. VICE PRESIDENT

Date: MAY 18, 2018

City of Chicago Department of Aviation

By: Ginger S. Evans

Ginger S. Evans
Commissioner

Date: May 18, 2018

**Edward N. Siskel, Corporation Counsel
City of Chicago Department of Law**

[Signature]

Date: 5/18/18

EXHIBIT 2

Item	ID	Milestone/Construction Progress	Milestone Definition (for milestone payment purposes only)	CRA 3.1c Date	+6 weeks	Alotted Time from 23-May-18	%	\$
1	2.06OGOASWP430	Existing Guideway All Sections: Install Master Enable Conduit & Cable - M&SF	Installation of all Master Enable conduit within the M&SF area complete. The M&SF area is defined as starting on the east side of mainline track 2 at C15 and encompassing all M&SF yard/building areas up to and including terminaion point(s) in the control center, control center equipment room, and/or M&SF ATC equipment room. Verification: Visual. Labels on conduits and cables shall remain a requirement of the Contract but not a requirement for this payment milestone.	10-Jul-18	21-Aug-18	90	4%	\$ 1,025,070.25
2	2.02PWNASEQ240	Existing Guideway All Sections: Tie into UPS Panel (for wayside equipment) - T2	UPS power conduits and cabling installed between all Contractor-provided wayside equipment fed by the T2 UPS panel in the T2 ATC room and landed on spare breakers in panel TC-2-AC (UPS) at the T2 ATC room. Verification: Visual. Labels on conduits and cables shall remain a requirement of the Contract but not a requirement for this payment milestone.	6-Aug-18	17-Sep-18	117	4%	\$ 1,025,070.25
3	2.06OGOASWP440	Existing Guideway All Sections: Install Master Enable Conduit & Cable - T5	Installation complete of all Master Enable conduit within the T5 area complete. The T5 area is defined as i) between all Master Enable conduit-related equipment terminations on the T5 platform and the Master Enable conduit backbone on the guideway, and ii) between all Master Enable conduit-related equipment terminations in the T5 ATC room and the Master Enable conduit backbone on the guideway. Verification: Visual. Labels on conduits and cables shall remain a requirement of the Contract but not a requirement for this payment milestone.	31-Jul-18	11-Sep-18	111	5%	\$ 1,067,641.10
4	2.01YRYRDHT160	Demo/Rehabilitate Track 3	All demolition and re-construction activities completed on tire contact slab Track 3 and related apron. Verification: i) Visual, and ii) Satisfactory electrical testing results submitted, pursuant to the Contract, after all work defined within this item is complete.	4-Apr-19	31-May-18	8	0%	\$ -
5	2.01YRYRDHT170	Demo/Rehabilitate Track 4	All demolition and re-construction activities completed on tire contact slab Track 4 and related apron. Verification: i) Visual, and ii) Satisfactory electrical testing results submitted, pursuant to the Contract, after all work defined within this item is complete.	20-May-19	1-Jul-19	404	8%	\$ 1,869,416.00
6	2.06OGOASWP530	Existing Guideway All Sections: Install Master Enable Conduit & Cable Complete	Installation complete of all Master Enable conduit and cables throughout all areas of the existing system and all areas of the M&SF (existing and expansion), including all related Master Enable cable terminations. Verification: Visual. Labels on conduits and cables shall remain a requirement of the Contract but not a requirement for this payment milestone.	12-Sep-18	24-Oct-18	154	4%	\$ 910,424.70
7	M-TPSSD	Lot E: TPSS Operational	All Contract-required and Contractor-provided equipment installed, energized, and inspected/tested in the TPSS-D building, excluding 750VDC power distribution cables to/from guideway. Verification: i) Visual, and ii) 63.102, 63.103, and 63.104 test/inspection results submitted showing all tests/inspections for equipment defined within this item have been conducted.	3-Dec-18	14-Jan-19	236	4%	\$ 825,283.00
8	T-M&SF	M&SF Area: Operational	All Contract-required and Contractor-provided equipment installed, energized, and PICO tested in the M&SF area, the area of which is defined as starting on the east side of mainline track 2 at switch C15 and encompassing all M&SF yard/building/guideway areas. This milestone does not include buffer work in the M&SF area. Verification: i) Visual, and ii) PICO test/inspection results submitted showing all tests/inspections for equipment defined within this item have been conducted.	11-Aug-18	27-Sep-18	127	3%	\$ 740,141.30
9	M-LFSO	Lot F Station Operational	All Contract-required and Contractor-provided equipment installed, energized, and PICO tested in the Lot F Station area, the area of which is defined as all station and guideway areas north of Pier 216 and including all antennae and equipment mounted above the static envelope of the train. Verification: i) Visual, and ii) PICO test/inspection results submitted showing all tests/inspections for equipment defined within this item have been conducted.	3-Dec-18	14-Jan-19	236	3%	\$ 673,545.55
10	M-ATS	Lot F: ATS Support Building Operational	All Contract-required and Contractor-provided equipment installed, energized, and PICO tested in the Lot F ATS Support Building. Verification: i) Visual, and ii) PICO test/inspection results submitted showing all tests/inspections for equipment defined within this item have been conducted.	1-May-19	12-Jun-19	385	3%	\$ 673,545.55
11	T-EXISTING	Existing Guideway: Operational	All Contract-required and Contractor-provided equipment installed, energized, and PICO tested in the Existing Guideway area, the area of which is defined as all guideway/station/equipment room areas of the existing System, excluding the M&SF area. This milestone does not include buffer work at T1. Verification: i) Visual, and ii) PICO test/inspection results submitted showing all tests/inspections for equipment defined within this item have been conducted.	28-Sep-18	15-Nov-18	176	3%	\$ 630,974.70
12	2.01NGN02CT010	Expansion Guideway - Cross Over Area P213-P215: Install Inbound/Outbound Elevated Concrete/Steel Ties	All crossties (PS, CIP, and steel) between piers 213 and 217 installed for all expansion guideway areas between those pier numbers. Verification: i) Visual, and ii) Survey results submitted as related to the crosstie construction/installation defined within this item.	10-Oct-18	21-Nov-18	182	6%	\$ 1,274,789.25
13	2.01NGN03NR020	Expansion Guideway - Station P215-P226: Install Outbound Elevated Negative Return Rail	All Track 1 & 2 Negative Return Rail installed between piers 217 and 226, including installation completion of any/all NRR expansion joints, NRR splice joints, NRR continuity/bonding/booster cables, and required NRR welding/grinding for NRR defined within this item. Verification: i) Visual, and ii) Civil/electrical tests/inspection results submitted showing all tests/inspections for equipment defined within this item have been conducted.	18-Oct-18	29-Nov-18	190	5%	\$ 1,095,622.25
14	2.01NGN02SI010	Expansion Guideway - Cross Over Area P213-P215: Install Elevated Guideway Switch & Special Track Work	All special trackwork/switches between piers 213 and 217 installed, including TLA hardcovers, center guidance rails, running rails, permaglass, switch motors, switch points/assemblies, cradles, all special trackwork fixations/fasteners and isolating equipment, and related continuity/bonding cables. Verification: i) Visual, and ii) Civil/electrical tests/inspections results submitted showing all tests/inspections for equipment defined within this item have been conducted.	27-Feb-19	10-Apr-19	322	2%	\$ 358,334.00
15	1.01NGN01WI50	Expansion Guideway - Walkway Installation Complete (new activity)	All civil/structural walkway equipment installed between the interface with the existing walkway near Pier 198 and the start of the station platform level walkway at the Lot F station, excluding the walkway transition stairs at Lot F, but including all walkway guards/railings as related to walkway equipment defined within this item, all walkway clips/fasteners as related to walkway equipment defined within this item, and any/all welding required for the walkway equipment as defined within this item. Verification: i) Visual, and ii) Test/inspection results submitted showing all tests/inspections for equipment defined within this item have been conducted.	22-Feb-19	5-Apr-19	317	2%	\$ 358,334.00
16	0.CCHIGLN078	Remove the Existing Vehicles from the System and Transport to an Off-Site Location	CDA to provide address of facility/lot (within twenty miles of M&SF Facility) to Contractor by January 15, 2019 where existing ATS vehicles will be delivered by Contractor. All existing ATS vehicles to be delivered to the facility/lot address provided by CDA to Contractor. Verification: Visual.	25-Mar-19	6-May-19	348	1%	\$ 266,383.00
17	T-EXP.	Expansion Guideway: Operational	All Contract-required and Contractor-provided equipment installed, energized, and PICO tested in the Expansion Guideway area, the area of which is defined as all guideway/station/equipment room areas of the mainline expansion territory starting at the mid-point of the Lot E station and ending at the north end of the Lot F station, and includes all 750VDC power distribution cables between TPSS-D and expansion guideway. Verification: i) Visual, and ii) PICO test/inspection results submitted showing all tests/inspections for equipment defined within this item have been conducted.	7-May-19	18-Jun-19	391	1%	\$ 255,425.10
18	2.09CHIGLN72	(System Demonstration Perform Site Test 1008) with the (New) Fleet of Vehicles required to Sustain T1 <-> Lot F	Completion of the System Demonstration testfor the ATS operating between T1 and Lot F. Verification: i) Visual, and ii) Test procedure submitted.	28-Jun-19	9-Aug-19	443	4%	\$ 850,000.00
19	CSC	Certificate of Substantial Completion	Issuance by CDA of a Certificate of Substantial Completion to the Contractor pursuant to the Contract.	7-Aug-19	18-Sep-19	-	10%	\$ 2,300,000.00
20	2.05CHIG111410	Perform Site Test Procedure 402 Central Control Installation Inspection at M&SF	Installation inspection test procedure (402) completed for all Contract-required and Contractor-provided equipment at central control and the central control equipment room. Verification: i) Visual, and ii) Inspection results submitted showing all inspections for equipment defined within this item have been conducted.	3-Apr-19	15-May-19	357	7%	\$ 1,700,000.00
21	2.05CHIG111720	Perform Site Test Procedure 2001-1 System ATP Test - Digital I/O Verification Test in Equipment Rooms	Digital I/O Verification test procedure (2001-1) completed for all Contract-required and Contractor-provided equipment in all M&SF Equipment Rooms and M&SF yard-located equipment cabinets. Verification: i) Visual, and ii) Test results submitted showing all tests for equipment defined within this item have been conducted.	29-Mar-19	10-May-19	352	6%	\$ 1,275,000.00
22	2.05CHIG111320	Perform Site Test Procedure 401 Wayside ATC Installation Inspection at M&SF and Yard	Wayside ATC test procedure (401) completed for all Contract-required and Contractor-provided equipment in and at the existing and expanded M&SF and Yard areas, the areas of which are defined as starting on the east side of mainline track 2 at switch C15 and encompassing all M&SF yard/building/guideway areas. Verification: i) Visual, and ii) Test results submitted showing all tests for equipment defined within this item have been conducted.	22-Mar-19	3-May-19	345	7%	\$ 1,700,000.00
23	2.05CHIG111300	Perform Site Test Procedure 401 Wayside ATC Installation Inspection on Guideway Extension and Lot F	Wayside ATC test procedure (401) completed for all Contract-required and Contractor-provided equipment located at the Guideway Extension and Lot F station areas, the areas of which are defined as starting at the mid-point of the Lot E station and ending at the north end of the Lot F station, and includes equipment as defined within this item on the guideway, in the station, and at TPSS-D and the Lot F ATS support building. Verification: i) Visual, and ii) Test results submitted showing all tests for equipment defined within this item have been conducted.	22-Mar-19	3-May-19	345	6%	\$ 1,275,000.00
24	2.05CHIG111260	Perform Site Test Procedure 401 Wayside ATC Installation Inspection on Existing Guideway	Wayside ATC test procedure (401) completed for all Contract-required and Contractor-provided equipment on all areas of the Existing Guideway, excluding the M&SF and Yard. Verification: i) Visual, and ii) Test results submitted showing all tests for equipment defined within this item have been conducted.	22-Mar-19	3-May-19	345	4%	\$ 850,000.00
							100%	\$ 23,000,000.00